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Renee L. Kaufman

COUNTY CLERK
HARRIS COUNTY, TEXAS

**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
OF
FOREST AT MILLRIDGE**

RP 013-01-0414

**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
for
FOREST AT MILLRIDGE**

123

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS
COUNTY OF HARRIS §

WHEREAS, Forest at Millridge 2.1, LTD, a Texas Limited Partnership (the "Declarant") is the sole owner of that certain real property known as Forest at Millridge a subdivision in Harris County Texas according to the map or plat thereof recorded under County Clerk's File No. X093806 of the Real Property Records of Harris County, Texas (the "Subdivision"); and

WHEREAS, the Declarant, desires to establish a uniform plan for the development, improvement, and sale of the Subdivision to ensure the preservation of such uniform plan for the benefit of both the present and future owners of the Subdivision in order to further protect and enhance the quality, value, desirability, and attractiveness of the Subdivision.

NOW, THEREFORE, the Declarant hereby encumbers the Subdivision with the covenants, conditions, restrictions, easements, charges and liens set forth below and declares as follows:

ARTICLE I. DEFINITIONS

As used in this instrument, the terms set forth below shall have the following meanings:

SECTION 1.1. ARCHITECTURAL CONTROL COMMITTEE – The Architectural Control Committee established and empowered in accordance with Article V of this Declaration.

SECTION 1.2. ARTICLES OF INCORPORATION – The Articles of Incorporation of the Association.

SECTION 1.3. ASSESSMENT OR ASSESSMENTS – A Common Assessment, a Special Assessment, or a Reimbursement Assessment.

SECTION 1.4. ASSOCIATION - The Forest at Millridge Homeowners Association, a Texas non-profit corporation, its successors and/or assigns.

SECTION 1.5. BOARD OR BOARD OF DIRECTORS - The Board of Directors of the Association as elected in accordance with the Articles of Incorporation and the Bylaws

SECTION 1.6. BYLAWS - The Bylaws of the Association, as same may be amended from time to time.

SECTION 1.7. COMMON AREA - All real property owned by the Association for the benefit of and for the common use and enjoyment of the Owners, specifically including Restricted Reserves "A" through "I" and the private streets reflected on the plat of the Subdivision.

SECTION 1.8. COMMON ASSESSMENT OR COMMON ASSESSMENTS.. The assessments levied pursuant to Article IX hereof for managing, maintaining, operating, repairing, and insuring the Common Area, and the other purposes set out in this Declaration.

SECTION 1.9. DECLARANT - Shall mean and refer to Forest at Millridge 2.1, LTD. a Texas Limited Partnership, its successors and assigns so designated in writing by Forest at Millridge 2.1, LTD a Texas Limited Partnership. No person or entity merely providing loans to or purchasing one or more Lots from Forest at Millridge 2.1, LTD a Texas Limited Partnership shall be considered a "Declarant".

SECTION 1.10. DECLARATION - The covenants, conditions, restrictions, easements, reservations and stipulations that shall be applicable to and govern the improvement, use, occupancy, and conveyance of all the Lots In the Subdivision set out in this instrument or any amendment thereto.

SECTION 1.11. DOCUMENTS - The Articles of Incorporation, Bylaws, Declaration, Rules and Regulations.

SECTION 1.12. ELECTION DATE - The earliest of the following dates: (a) the month after Declarant shall have conveyed the last Lot it owns in the Subdivision; (b) three (3) years after the conveyance of the first Lot to an Owner other than Declarant; or (c) Declarant by written notice to the Board notifies the Board of its election to cause the Election Date to occur.

SECTION 1.13. IMPROVEMENT TO LOT - Includes, without limitation: (a) the construction, installation or erection of any building, structure, or other improvement, including utility facilities; (b) the demolition or destruction, by voluntary action, of any building, structure, or other Improvements; (c) the grading, excavation, filing, or similar disturbance to the surface of any Lot, including, without limitation, change of grade, change of ground level, change of drainage pattern, or change of stream bed; (d) installation or changes to the landscaping on any Lot; and (e) any exterior modification, expansion, change or alteration of any previously approved Improvement to Lot, including any change of exterior appearance, color, or texture not expressly permitted

by this Declaration, Architectural Guidelines, or the Rules and Regulations.

SECTION 1.14. LOT(S) – Each of the Lots shown on the Plat of the Subdivision.

SECTION 1.15. MAINTENANCE FUND - Any accumulation of the Assessments collected by the Association in accordance with the provisions of this Declaration and interest, penalties, assessments, fines, and other sums and revenues collected by the Association pursuant to the provisions of this Declaration, the Bylaws, or Rules and Regulations.

SECTION 1.16. MEMBER OR MEMBERS - All Owners of Lots who are Members of the Association as provided in Section 3.3 of this Declaration.

SECTION 1.17. MORTGAGE - A security interest, mortgage, deed of trust, or lien instrument voluntarily granted by an Owner of a Lot to secure the payment of a loan made to such Owner, duly recorded in the Official Public Records of Real Property of Harris County, Texas, and creating a lien or security interest encumbering a Lot and some or all improvements thereon.

SECTION 1.18. MORTGAGEE - A Mortgagee under a mortgage or a beneficiary under a deed of trust, as the case may be, and the insurer, guarantor or assignees of any such Mortgagee or beneficiary.

SECTION 1.19. NOTICE AND HEARING - A written notice and a hearing before the Board of Directors or a tribunal appointed by the Board in the manner provided in this Declaration, the Bylaws, or the Rules and Regulations. The hearing may be conducted in the absence of the owner, provided written notice has been provided to the Member.

SECTION 1.20. OWNER - Any Person, firm, corporation or other entity, including Declarant or any combination thereof that is the record owner of fee simple title to a Lot, including contract sellers, but excluding those having an interest merely as a security for the performance of an obligation.

SECTION 1.21. PERSON - A natural person, a corporation, a partnership, or any other legal entity.

SECTION 1.22. REIMBURSEMENT ASSESSMENT - A charge against a particular Owner and Lot for the purpose of reimbursing the Association for expenditures and other costs of the Association incurred in curing any violation, directly attributable to the Owner, for a violation of the Documents, pursuant to Section 9.7 hereof.

SECTION 1.23. RULES AND REGULATIONS - Such rules and regulations as the Board may promulgate from time to time with respect to the Subdivision, which

may include reasonable provisions for fines for violation of such Rules and Regulations.

SECTION 1.24. SPECIAL ASSESSMENT - A charge against each Owner and Lot representing a portion of the cost to the Association for the purpose of funding major capital repairs, maintenance, and replacement of improvements, imposed pursuant to Section 9.4 hereof.

SECTION 1.25. SUBDIVISION – All that certain real property reflected on the Plat.

SECTION 1.26. UNIT - A residential unit designed for, limited and restricted to, occupancy by a single family on a Lot.

ARTICLE II. ESTABLISHMENT OF GENERAL PLAN

SECTION 2.1. GENERAL PLAN AND DECLARATION. This Declaration hereby is established pursuant to and in furtherance of a common and general plan for the Improvement and sale of Lots within the Subdivision and for the purpose of further enhancing and protecting the value, desirability, and attractiveness of the Subdivision. Declarant, for itself, its successors, and assigns, hereby declares that the Subdivision and each part thereof shall be owned, held, transferred, conveyed, sold, leased, rented, hypothecated, encumbered, used, occupied, maintained, altered, and improved subject to the covenants, conditions, restrictions, limitations, reservations, easements, exceptions, equitable servitudes, and other provisions set forth in this Declaration, for the duration thereof. Unless otherwise specified herein, the terms of the Documents shall apply equally to all Owners, including Declarant.

SECTION 2.2. EQUITABLE SERVITUDES. The covenants, conditions, restrictions, limitations, reservations, and easements, of this Declaration hereby are imposed as equitable servitudes upon each Lot and the Common Area within the Subdivision as a servient estate for the benefit of each and every other Lot within the Subdivision, as the dominant estate.

SECTION 2.3. COVENANTS APPURTENANT. The covenants, conditions, restrictions, limitations, reservations, easements, exceptions, equitable servitudes, and other provisions set forth in this Declaration shall run with, and shall inure to the benefit of and shall be binding upon, all of the Subdivision, each Lot and the Common Area, and shall be binding upon and inure to the benefit of: (a) the Subdivision; (b) Declarant and its successors and assigns; (c) the Association and its successors and assigns; and (d) all Persons having, or hereafter acquiring, any right, title, or interest in all or any portion of the Subdivision and their heirs, executors, successors, and assigns.

ARTICLE III. MANAGEMENT AND OPERATION OF THE SUBDIVISION

SECTION 3.1. MANAGEMENT BY ASSOCIATION. The affairs of the Subdivision shall be administered by the Association. The Association shall have the right, power and obligation to provide for the management, acquisition, construction, maintenance, repair, replacement, administration, and operation of the Subdivision as provided for in the Documents. In the event of a conflict between the Articles of Incorporation, Bylaws and Rules and Regulations and the provisions of the Declaration, the provisions of the Declaration shall control. In the event of any conflict between the Articles of Incorporation, Bylaws, and Rules and Regulations, the Articles of Incorporation shall control. In the event of any conflict between the Bylaws and the Rules and Regulations, the Bylaws shall control. It shall be the responsibility of each Owner or occupant of a Unit to obtain copies of and become familiar with the terms of the Documents.

The Association, acting through the Board, shall be entitled to enter into such contracts and agreements concerning the Subdivision as the Board deems reasonably necessary or appropriate to maintain and operate the Subdivision in accordance with the Declaration, including without limitation, the right to grant utility and other easements for uses the Board shall deem appropriate and the right to enter into agreements with adjoining or nearby land owners or governmental entities on matters of maintenance, trash pick-up, repair, administration, courtesy patrol, operation of recreational facilities, or other matters of mutual interest. The Board of Directors shall also have the power to create procedures for resolving disputes between Owners or occupants of Units, including appointment of committees to consider or reconsider resolutions of any disputes.

SECTION 3.2. BOARD OF DIRECTORS. The business and affairs of the Association shall be managed by the Board of Directors, unless any particular item is otherwise reserved to the Members of the Association by law or the terms of the Documents. The number, term, and qualifications of the members of the Board of Directors shall be governed by the Articles of Incorporation and the Bylaws.

SECTION 3.3. MEMBERSHIP IN ASSOCIATION. Each Owner, whether one Person or more of a Lot shall, upon and by virtue of becoming such Owner, automatically become and shall remain a Member of the Association until ownership of the Lot ceases for any reason, at which time the membership in the Association shall also automatically cease. Membership in the Association shall be appurtenant to and shall automatically follow the ownership of each Lot and may not be separated from such ownership.

SECTION 3.4. TRANSFER FEE. Prior to changing the name of the Owner of any Lot on the membership rolls of the Association or the name of the Mortgagee of the Owner, the Association or its managing agent (if authorized by the Board of Directors) may charge a transfer fee or processing fee when ownership to any Lot changes or the Mortgage on the Lot is refinanced.

SECTION 3.5. VOTING OF MEMBERS. The Association shall have two classes of membership.

Class A. Class A Members shall be all those Owners as defined in Section 3.3, with the exception of Declarant. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for membership in Section 3.3. When more than one person holds interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B Member shall be Declarant. The Class B Member shall be entitled to five (5) votes for each Lot in which it holds the interest required for membership by Section 3.3; provided, however, that the Class B membership shall cease and be converted to Class A membership on the Election Date.

SECTION 3.6. POWER TO ADOPT RULES AND REGULATIONS. The Association, through its Board of Directors, may adopt, amend, repeal, and enforce Rules and Regulations, fines, levies, and enforcement provisions as it deems necessary or desirable with respect to the interpretation and implementation of: the Declaration; Articles of Incorporation, and Bylaws; the operation of the Association; the use and enjoyment of the Common Area; and, the use of any other property within the Subdivision, including Lots. Any such Rules and Regulations shall be reasonable and uniformly applied to all Members and their family, tenants, and guests. Such Rules and Regulations shall be effective only upon adoption by resolution of the Board Of Directors. Notice the adoption, amendment, or repeal of any Rule and Regulation shall be given by depositing in the mail to each Member a copy of such Rule or Regulation. Such Rules and Regulations shall also be filed of record. Each Member shall comply with such Rules and Regulations and shall see that Persons claiming through such Member comply with such Rules and Regulations. Such Rules and Regulations shall have the same force and effect as if they were set forth in and were part of this Declaration.

SECTION 3.7. POWER TO ENFORCE DOCUMENTS. The Association shall have the power to enforce the provisions of the Documents and shall take such action, as the Board deems necessary or desirable to cause compliance by each Member and each Member's family, guests, or tenants. Without limiting the generality of the foregoing, the Association shall have the power to enforce the provisions of the Documents by any one or more of the following means: (a) by entry upon any Lot after Notice and Hearing (unless a bona fide emergency exists in which event this right of entry may be exercised without notice [written or oral] to the Owner, but in such manner as to avoid any unreasonable or unnecessary interference with the lawful possession, use, or enjoyment of the improvements situated thereon by the Owner or any other person), without liability by the Association to the Owner or any other person, for the purpose of enforcement of the Documents or Rules and Regulations, as more

particularly described in Section 12 hereof; (b) by commencing and maintaining actions and suits to restrain and enjoin any breach or threatened breach of the provisions of the Documents, by mandatory injunction or otherwise; (c) by commencing and maintaining actions and suits to recover damages for breach of any of the provisions of the Documents; (d) by suspension, after Notice and Hearing, of the voting rights of a Member during and for up to sixty (60) days following any breach by such Member or Member's family, guests, or tenants, of the Documents, unless the breach is a continuing breach in which case such suspension shall continue for so long as such breach continues; (e) by levying and collecting, after Notice and Hearing, a Reimbursement Assessment against any Member for breach of this Declaration or such Rules and Regulations by such Member or Member's Family, guests, or tenants; and (f) by levying and collecting, after Notice and Hearing, reasonable and uniformly applied fines and penalties, established in advance in the Rules and Regulations of the Association, from any Member or Member's family, guests, or tenants, for breach of this Declaration or such Rules and Regulations by such Member or Member's family, guests, or tenants.

SECTION 3.8. BOARD ACTIONS IN GOOD FAITH. Any action, inaction or omission by the Board made or taken in good faith shall not subject the Board or any individual member of the Board to any liability to the Association, its members or any other party.

SECTION 3.9. OWNERS' EASEMENTS OF ENJOYMENT. Every Owner shall have a right and easement of enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title of every Lot subject to the following provisions:

- a. The right of the Association to establish uniform rules and regulations for the use of any the Common Area;
- b. The right of the Association to grant or dedicate easements in, on, under, or above the Common Area or any part of the Common Area to any public or governmental agency or authority or to any utility company for any service to the Subdivision or any part of the Subdivision;
- c. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for the purposes and subject to conditions that may be agreed to by the Board. No dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of Members, agreeing to dedication or transfer, has been recorded except that easements for utility purposes may be approved solely by the Board of Directors.

SECTION 3.10. CONDEMNATION. If all or any part of the Subdivision is taken or threatened to be taken by eminent domain or by power in the nature of eminent domain (whether permanent or temporary), the Association and each Owner shall be entitled to participate in the condemnation proceedings at their own expense. The Association shall give timely written notice of the existence of these proceedings to all Owners and to all holders of first Mortgagees known to the Association by notice to the Association to have an interest in any Subdivision subject to assessment. The expense of participation in such proceedings by the Association shall be borne by the Association. The Association is authorized to obtain and pay for assistance from attorneys, appraisers, architects, engineers, expert witnesses, and other persons that the Association in its discretion deems necessary or advisable to aid or advise it in matters relating to these proceedings.

All damages or awards for any taking shall be deposited with the Association, and damages or awards shall be applied as provided in this Declaration. If an action in eminent domain is brought against a portion of the Common Area, the Association, as attorney-in-fact for all Owners, in addition to its general powers, shall have the sole authority to determine whether to defend or resist any such proceeding; to make any settlement of such proceedings; or to convey such portion of the Subdivision to the condemning authority in lieu of the proceeding. With respect to any taking, all damages and awards shall be determined for the taking as a whole and not for each Owner's interest in the portion sought to be condemned. After the damages or awards for the taking are determined, the damages or awards shall be paid to the Association, which may use the funds in the manner determined by the Board. Alternatively, the Board, if it deems advisable, is authorized to call a meeting of the Members, at which meeting the Members, by a majority vote, shall decide whether to replace or restore, as far as possible, the Common Area so taken or damaged. If it is determined that the Common Area should be replaced or restored by obtaining other land, this Declaration shall be duly amended by instrument executed by the Association on behalf of the Owners.

SECTION 3.11. POWER TO GRANT EASEMENTS. Declarant, while Declarant owns the Common Area and thereafter the Association, shall have the power to grant access, utility, drainage, water, facility, cable television, and other such easements in, on, over, or under the Common Area. Additionally, the Association shall have the power to grant access, utility, drainage, water facility, cable television, and other such easements in, on, over, and under Lots provided that such easements do not unreasonably interfere with the rights of the Owner of such Lots.

SECTION 3.12. BOOKS AND RECORDS. The books and records of the Association shall be available for review and inspection in the manner prescribed by Article 1396-2.23 of the Texas Non-Profit Corporation Act.

SECTION 3.13. SAFETY AND SECURITY IN SUBDIVISION. NEITHER THE DECLARANT, NOR THE ASSOCIATION, THEIR DIRECTORS, OFFICERS, MANAGERS, EMPLOYEES, AND ATTORNEYS, ("ASSOCIATION AND RELATED PARTIES") SHALL IN ANY WAY BE CONSIDERED AN INSURER OR GUARANTOR

OF SAFETY OR SECURITY WITHIN THE SUBDIVISION. THE ASSOCIATION AND RELATED PARTIES SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR THE INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN, IF ANY, INCLUDING THE ENTRANCE AND/OR THE PERIMETER FENCE. OWNERS, LESSEE AND OCCUPANTS OF ALL LOTS, ON BEHALF OF THEMSELVES, AND THEIR GUESTS AND INVITEES, ACKNOWLEDGE THAT THE ASSOCIATION AND RELATED PARTIES DO NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION, BURGLAR ALARM SYSTEMS, ACCESS CONTROL SYSTEMS, PATROL SERVICES, SURVEILLANCE EQUIPMENT, MONITORING DEVICES, OR OTHER SECURITY SYSTEMS (IF ANY ARE PRESENT) WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, HOLD-UP OR OTHERWISE, NOR THAT FIRE PROTECTION, BURGLAR ALARM SYSTEMS, ACCESS CONTROL SYSTEMS, PATROL SERVICES, SURVEILLANCE EQUIPMENT, MONITORING DEVICES OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. OWNERS, LESSEES, AND OCCUPANTS OF LOTS ON BEHALF OF THEMSELVES, AND THEIR GUESTS AND INVITEES, ACKNOWLEDGE AND UNDERSTAND THAT THE ASSOCIATION AND RELATED PARTIES ARE NOT INSURERS AND THAT EACH OWNER, LESSEE AND OCCUPANT OF ANY LOT AND ON BEHALF OF THEMSELVES AND THEIR GUESTS AND INVITEES ASSUME ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO UNITS AND TO THE CONTENTS OF THEIR UNITS AND FURTHER ACKNOWLEDGE THAT THE ASSOCIATION AND RELATED PARTIES HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER OR LESSEE ON BEHALF OF THEMSELVES AND THEIR GUESTS OR INVITEES RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE PROTECTION, BURGLAR ALARM SYSTEMS, ACCESS CONTROL SYSTEMS, PATROL SERVICES, SURVEILLANCE EQUIPMENT, MONITORING DEVICES OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE SUBDIVISION.

ARTICLE IV. DAMAGE OR DESTRUCTION/INSURANCE

SECTION 4.1. OWNERS' OBLIGATIONS. In the event of damage or destruction of any improvement on the Lot, the Owner thereof shall repair or rebuild such improvements on the Lot, in as good a condition as formerly; provided, however, prior to commencing any repairs or rebuilding such proposed improvements must be approved by the Architectural Control Committee pursuant to Article V. In the event said Owner fails or refuses to repair or rebuild such improvements on the Lot, in as good a condition as formerly, the Association is hereby authorized to undertake to rebuild or repair the improvements to the Lot and assess said Owner for the cost of such repair or replacement; such assessment shall become the personal obligation of said Owner and shall be secured by the lien in Section 9.1. Each Owner whose Unit has been damaged or destroyed shall protect other Units from damage until the Unit has been completely

repaired or rebuilt. Liability and personal property insurance for each Lot and the contents of Units shall be the responsibility of and the expense of each individual Owner.

SECTION 4.2. INSURANCE PROCURED BY ASSOCIATION. The Association may obtain the following types of insurance policies covering the Common Area, and covering all damage or injury caused by the negligence of the Association or any of its agents;

- (a) property insurance in an amount equal to the full replacement value of real or personal property, if any, owned by the Association;
- (b) a comprehensive policy of public liability insurance;
- (c) a policy of fidelity coverage to protect against dishonest acts on the part of officers, directors, trustees and employees of the Association and all others who handle, or are responsible for handling funds of the Association;
- (d) directors and officers liability insurance; and
- (e) any such other insurance the Board deems necessary to protect the Subdivision or the Association.

Premiums for all such insurance purchased pursuant to this Section 4.2 shall be a common expense payable from the Maintenance Fund.

SECTION 4.3. ADMINISTRATION OF INSURANCE PROCEEDS. In the event of damage or destruction by fire or other casualty to any property covered by insurance written in the name of the Association, the Board of Directors shall, upon receipt of the insurance proceeds, contract to rebuild or repair such damaged or destroyed portions of the Subdivision to as good condition as formerly. Each Owner irrevocably designates the Association, as Attorney-in-Fact, to administer and distribute the proceeds from insurance coverage or insurance proceeds as is provided for in this Declaration, except for Owners individual liability and personal property insurance. All such insurance proceeds shall be deposited in a bank or other financial institution, the accounts of which bank or institution are insured by a Federal governmental agency, with the provision agreed to by said bank or institution that such funds may be withdrawn only by signature of at least two (2) members of the Board of Directors, or by an agent duly authorized by the Board of Directors. In the event the insurance proceeds are insufficient to pay all costs of repairing and/or rebuilding to the same condition as formerly, the Board of Directors may levy a Special Assessment against all Members, as herein provided, to make up any deficiency.

SECTION 4.4. WAIVER OF SUBROGATION Any insurance obtained by the Association or an Owner shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against the Owners, Association or their

respective servants, agents or guests.

ARTICLE V. ARCHITECTURAL APPROVAL

SECTION 5.1. ARCHITECTURAL CONTROL COMMITTEE. A committee of three (3) members, all of whom shall be appointed by Declarant, except as otherwise set forth herein. Declarant shall have the continuing right to appoint all three (3) members of the Architectural Control Committee until Declarant conveys title to the last Lot it owns in the Subdivision. Thereafter, the Board shall have the right to appoint all members. Members of the Architectural Control Committee may, but need not be, Members of the Association. Members of the Architectural Control Committee appointed by Declarant may be removed at any time and shall serve until resignation or removal by Declarant. The initial Members of the Architectural Control Committee are: John M. Lightfoot, Karen Lightfoot and Hank King. Members of the Architectural Control Committee appointed by the Board may be removed at any time by the Board, and shall serve for such term as may be designated by the Board or until resignation or removal by the Board. The Architectural Control Committee shall have the right to designate a Committee Representative by recordation of a notice of appointment in the Official Public Records of Real Property of Harris County, Texas, which notice must contain the name, address, and telephone number of the Committee Representative. All third parties shall be entitled conclusively to rely upon such person's actions as the actions of the Architectural Control Committee itself until such time as the Architectural Control Committee shall record a notice of revocation of such appointment in the Official Public Records of Real Property of Harris County, Texas.

SECTION 5.2. APPROVAL OF IMPROVEMENTS REQUIRED. The approval of a majority of the members of the Architectural Control Committee or the approval of the Committee Representative shall be required for any Improvement to Lot before commencement of construction of such Improvement to Lot, other than an Improvement to Lot made by Declarant.

SECTION 5.3. ADDRESS OF COMMITTEE. The address of the Architectural Control Committee shall be at the principal office of the Association.

SECTION 5.4. SUBMISSION OF PLANS. Before commencement of work to accomplish any proposed Improvement to Lot, the Owner of the Lot proposing to make such improvement to Lot (the "Applicant") shall submit to the Architectural Control Committee at its offices copies of such descriptions, surveys, plot plans, drainage plans, elevation drawings, construction plans, specifications, and samples of materials and colors as the Architectural Control Committee reasonably shall request, showing the nature, kind, shape, height, width, color, materials, and location of the proposed Improvement to Lot, as may be more particularly described from time to time in any Architectural Guidelines adopted by the Architectural Control Committee. The Architectural Control Committee may require submission of additional plans, specifications, or other information before approving or disapproving the proposed Improvement to Lot. Until receipt by the Architectural Control Committee of all required

materials in connection with the proposed Improvement to Lot, the Architectural Control Committee may postpone review of any materials submitted for approval.

SECTION 5.5. CRITERIA FOR APPROVAL. The Architectural Control Committee shall approve any proposed Improvement to Lot only if it determines in its reasonable discretion that the Improvement to Lot in the location indicated will not be detrimental to the appearance of the surrounding areas of the Subdivision as a whole; that the appearance of the proposed Improvement to Lot will be in harmony with the surrounding areas of the Subdivision, including, without limitation, quality of materials, color and location with respect to topography and finished grade elevation; that the Improvement to Lot will comply with the provisions of this Declaration and the Plat, ordinances, governmental rules, or regulation; and that the Improvements to Lot *will* not detract from the beauty, wholesomeness, and attractiveness of the Subdivision or the enjoyment thereof by Owners; and that the upkeep and maintenance of the proposed Improvement to Lot will not become a burden on the Association. The Architectural Control Committee may condition its approval of any proposed Improvement to Lot upon the making of such changes thereto as the Architectural Control Committee may deem appropriate.

SECTION 5.6. ARCHITECTURAL GUIDELINES. The Architectural Control Committee from time to time may adopt, supplement or amend the Architectural Guidelines, which provides an outline of minimum acceptable construction standards; provided, however, that such outline will serve as a minimum guideline only and the Architectural Control Committee may impose other requirements in connection with its review of any proposed improvements. If the Architectural Guidelines impose requirements that are more stringent than the provisions of this Declaration, the provisions of the Architectural Guidelines shall control.

SECTION 5.7. ARCHITECTURAL REVIEW FEE. The Architectural Control Committee may, in its Architectural Guidelines, provide for the payment of a fee to accompany each request for approval of any proposed Improvement to Lot and to cover the cost of inspecting and reinspecting any Improvement to Lot. The Architectural Control Committee may provide that the amount of such fee shall be uniform for similar types of any proposed Improvement to Lot or that the fee shall be determined in any other reasonable manner, such as based upon the reasonable cost of the proposed Improvement to Lot.

SECTION 5.8. DECISION OF COMMITTEE. The decision of the Architectural Control Committee shall be made within forty-five (45) days after receipt by the Architectural Control Committee of all materials required by the Architectural Control Committee. The decision shall be in writing and, if the decision is not to approve a proposed Improvement to Lot, the reasons therefor shall be stated. The decision of the Architectural Control Committee promptly shall be transmitted to the Applicant at the address furnished by the Applicant to the Architectural Control Committee.

SECTION 5.9. APPEAL TO ASSOCIATION BOARD. After the Election Date, if the Architectural Control Committee denies or refuses approval of a proposed Improvement to Lot, the Applicant may appeal to the Board of Directors by giving written notice of such appeal to the Association and the Architectural Control Committee within twenty (20) days after such denial or refusal. The Board of Directors shall hear the appeal with reasonable promptness after reasonable notice of such Notice and Hearing to the Applicant and the Architectural Control Committee and shall decide with reasonable promptness whether or not the proposed Improvement to Lot shall be approved. The decision of the Board of Directors shall be final and binding on all Persons.

SECTION 5.10. FAILURE OF COMMITTEE TO ACT ON PLANS. Any request for approval of a proposed Improvement to Lot shall be deemed approved by the Architectural Control Committee, unless disapproval or a request for additional information or materials is transmitted to the Applicant by the Architectural Control Committee within forty-five (45) days after the date of receipt by the Architectural Control Committee of all required materials, provided, however, that no such deemed approval shall ever operate to permit any Applicant to construct or maintain any Improvement to Lot that violates any provision of this Declaration or the Architectural Guidelines, the Board, Architectural Control Committee, and any Owner, at all times retaining the right to object to any Improvement to Lot that violates any provision of this Declaration or the Architectural Guidelines.

SECTION 5.11. PROSECUTION OF WORK AFTER APPROVAL. After approval of any proposed Improvement to Lot, the proposed Improvement to Lot shall be accomplished as promptly and diligently as possible and in strict conformity with the description of the proposed improvement to Lot in the materials submitted to the Architectural Control Committee. Failure to complete the proposed Improvement to Lot within six (6) months after the date of approval or such other period of time as shall have been authorized in writing by the Architectural Control Committee (unless an extension has been granted by the Architectural Control Committee in writing) or to complete the Improvements to Subdivision in strict conformity with the description and materials furnished to the Architectural Control Committee, shall operate automatically to revoke the approval by the Architectural Control Committee of the proposed Improvement to Lot. No Improvement to Lot shall be deemed completed until the exterior fascia and trim on the structure has been applied and finished and all construction materials and debris have been cleaned up and removed from the site and all rooms in the Improvement to Lot, other than attics, have been finished. Removal of materials and debris shall not take in excess of thirty (30) days following completion of the exterior.

SECTION 5.12. NOTICE OF COMPLETION. Promptly upon completion of the Improvement to Lot, the Applicant shall deliver a notice of completion (Notice of Completion") to the Architectural Control Committee and, for all purposes hereunder, the date of receipt of such Notice of Completion by the Architectural Control Committee shall be deemed to be the date of completion of such Improvement to Lot, provided that

the Improvement to Lot is, in fact, completed as of the date of receipt of the Notice of Completion.

SECTION 5.13. INSPECTION OF WORK. The Architectural Control Committee or its duly authorized representative shall have the right, but not the obligation, to inspect any Improvement to Lot before or after completion, provided that the right of inspection, shall terminate sixty (60) days after the Architectural Control Committee shall have received a Notice of Completion from the Applicant.

SECTION 5.14. NOTICE OF NONCOMPLIANCE. If, as a result of inspections or otherwise, the Architectural Control Committee finds that any Improvement to Lot has been constructed or undertaken without obtaining the approval of the Architectural Control Committee, or has been completed other than in strict conformity with the description and materials furnished by the Applicant to the Architectural Control Committee, or has not been completed within the required time period after the date of approval by the Architectural Control Committee, the Architectural Control Committee shall notify the Applicant in writing of the noncompliance ("Notice of Noncompliance"). The Notice of Noncompliance shall specify the particulars of the noncompliance and shall require the Applicant to take, such action as may be necessary to remedy the noncompliance.

SECTION 5.15. FAILURE OF COMMITTEE TO ACT AFTER NOTICE OF COMPLETION. If, for any reason other than the Applicant's act or neglect, the Architectural Control Committee fails to notify the Applicant of any noncompliance within sixty (60) days after receipt by the Architectural Control Committee of a written Notice of Completion from the Applicant, the Improvement to Lot shall be deemed in compliance if the Improvement to Lot in fact was completed as of the date of Notice of Completion; provided, however, that no such deemed approval shall operate to permit any Applicant to construct or maintain any Improvement to the Lot that violates any provision of this Declaration or the Architectural Guidelines, the Architectural Control Committee at all times retaining the right to object to any Improvement to Lot that violates this Declaration or the Architectural Guidelines.

SECTION 5.16. APPEAL TO BOARD AFTER ELECTION DATE OF FINDING OF NONCOMPLIANCE. After the Election Date, if the Architectural Control Committee gives any Notice of Noncompliance, the Applicant may appeal to the Board of Directors by giving written notice of such appeal to the Board and the Architectural Control Committee within thirty (30) days after receipt of the Notice of Noncompliance by the Applicant. Additionally, if, after a Notice of Noncompliance, the Applicant fails to commence diligently to remedy such noncompliance, the Architectural Control Committee shall request a finding of noncompliance by the Board of Directors by giving written notice of such request to the Association and the Applicant within thirty (30) days after delivery to the Applicant of a Notice of Noncompliance from the Architectural Control Committee. In either event, the Board of Directors shall hear the matter with reasonable promptness after reasonable notice of such Notice and Hearing to the Applicant and the Architectural Control Committee and shall decide, with reasonable

promptness, whether or not there has been such noncompliance and, if so, the nature thereof and required corrective action. The decision of the Board of Directors shall be final and binding on all Persons.

SECTION 5.17. CORRECTION OF NONCOMPLIANCE. After the Election Date, if the Board of Directors determines that a noncompliance exists, the Applicant shall remedy or remove the same within a period of not more than forty-five (45) days from the date of receipt by the Applicant of the ruling of the Board of Directors. If the Applicant does not comply with the Board ruling within such period, the Board may, at its option but with no obligation to do so: (a) record a Notice of Noncompliance against the Lot on which the noncompliance exists in the Official Public Records of Real Property of Harris County, Texas; (b) remove the non-complying Improvement to Lot; and/or (c) otherwise remedy the noncompliance (including, if applicable, completion of the Improvement in question), and, if the Board elects to take any action with respect to such violation, the Applicant shall reimburse the Association upon demand for all expenses incurred therewith. If such expenses are not promptly repaid by the Applicant or Owner to the Association, the Board may levy a Reimbursement Assessment for such costs and expenses against the Owner of the Lot in question. The permissive (but not mandatory) right of the Association to remedy or remove any noncompliance (it being understood that no Owner may require the Board to take such action) shall be in addition to all other rights and remedies that the Association may have at law, in equity, under this Declaration, or otherwise.

SECTION 5.18. NO IMPLIED WAIVER OR ESTOPPEL. No action or failure to act by the Architectural Control Committee or by the Board of Directors shall constitute a waiver or estoppel with respect to future action by the Architectural Control Committee or the Board of Directors, with respect to any Improvement to Lot. Specifically, the approval by the Architectural Control Committee of any Improvement to Lot shall not be deemed a waiver of any right or an estoppel against withholding approval or consent for any similar Improvement to Lot or any similar proposals, plans, specifications, or other materials submitted with respect to any other Improvement to Lot by such Person or otherwise.

SECTION 5.19. COMPENSATION OF ARCHITECTURAL CONTROL COMMITTEE MEMBERS. The members of the Architectural Control Committee shall be entitled to reimbursement for reasonable expenses incurred by them in the performance of their duties hereunder as the Board from time to time may authorize or approve.

SECTION 5.20. RECORDS OF ACTION. The Architectural Control Committee shall report in writing to the Board of Directors all final action of the Architectural Control Committee and the Board shall keep a permanent record of such reported action.

SECTION 5.21. ESTOPPEL CERTIFICATES. The Board of Directors, upon the reasonable request of any interested party and after confirming any necessary facts

with the Architectural Control Committee, shall furnish a certificate with respect to the approval or disapproval of any Improvement to Lot or with respect to whether any Improvement to Lot was made in compliance herewith. Any person, without actual notice of any falsity or inaccuracy of such a certificate, shall be entitled to rely on such certificate with respect to all matters set forth therein.

SECTION 5.22. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING PROVIDED IN THIS DECLARATION TO THE CONTRARY, NEITHER THE DECLARANT, THE ARCHITECTURAL CONTROL COMMITTEE, THE ASSOCIATION, NOR ANY EMPLOYEE, REPRESENTATIVE, MEMBER, SHAREHOLDER, PARTNER, OFFICER OR DIRECTOR THEREOF, SHALL HAVE ANY LIABILITY OF ANY NATURE WHATSOEVER FOR ANY DAMAGE, LOSS OR PREJUDICE SUFFERED, CLAIMED, PAID OR INCURRED INCLUDING CLAIMS BASED UPON THEIR SOLE OR CONTRIBUTORY NEGLIGENCE BY ANY PERSON ON ACCOUNT OF (A) ANY DEFECTS IN ANY PLANS AND SPECIFICATIONS SUBMITTED, REVIEWED, OR APPROVED IN ACCORDANCE WITH THE PROVISIONS OF THIS ARTICLE V, (B) ANY DEFECTS, STRUCTURAL OR OTHERWISE, IN ANY WORK DONE ACCORDING TO SUCH PLANS AND SPECIFICATIONS, (C) THE FAILURE TO APPROVE OR THE DISAPPROVAL OF ANY PLANS, DRAWINGS, SPECIFICATIONS OR OTHER DATA SUBMITTED BY AN OWNER OR OCCUPANT OF A UNIT FOR APPROVAL PURSUANT TO THE PROVISIONS OF THIS ARTICLE V, (D) THE CONSTRUCTION INSPECTION OR PERFORMANCE OF ANY WORK RELATED TO SUCH PLANS, DRAWINGS AND SPECIFICATIONS, AND (E) BODILY INJURIES (INCLUDING DEATH) TO ANY PERSON OR OTHER DAMAGE TO ANY UNIT, IMPROVEMENTS OR THE PERSONAL PROPERTY OF ANY PERSON, WHICH MAY BE CAUSED BY, OR ARISE AS RESULT OF, ANY DEFECT, STRUCTURAL OR OTHERWISE, IN ANY UNIT OR IMPROVEMENTS OR THE PLANS AND SPECIFICATIONS THERE OF OR ANY PAST, PRESENT OR FUTURE SOIL AND/OR SUBSURFACE CONDITIONS, KNOWN OR UNKNOWN.

SECTION 5.23. CONSTRUCTION PERIOD EXCEPTION: During the course of actual construction of any permitted structure or Improvement to a Lot, and provided construction is proceeding with due diligence, the Architectural Control Committee may temporarily suspend the provisions of Article VIII contained in this Declaration as to the Lot upon which the construction is taking place to the extent necessary to permit such construction; provided, however, that during the course of any such construction, nothing shall be done that will result in a violation of any of the provisions of this Declaration upon completion of construction or that will constitute a nuisance or unreasonable interference with the use and enjoyment of other property within the Subdivision.

ARTICLE VI. MAINTENANCE

SECTION 6.1. OWNERS' MAINTENANCE. Owners shall maintain and keep in good repair and attractive condition the Lots and Units, including all exterior portions of their units such as siding, roofs, and exterior walls; painting of their units; maintenance

and repair of all glass surfaces and doors, including all framing, and related hardware; air conditioning equipment; utility company meters; circuit breakers and switch panels; interior maintenance to be performed by Owners of Units shall include the structural supports for roofs and walls, as well as the foundations of Units. Replacement of light bulbs in light fixtures under the exclusive control of an Owner shall also be the responsibility of the Owner.

In the event an Owner is responsible for maintenance of a Unit or Lot and such Owner shall fail to maintain same in a manner satisfactory to the Board of Directors, the Association shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain and restore the Lot and any' improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the Assessments to which such Lot is subject.

SECTION 6.2. ASSOCIATION MAINTENANCE. The Association shall maintain:

- (i) the Common Area;
- (ii) the private, electric and telephone lines up to the point where the lines enter a Unit;
- (iii) the fence built around the perimeter of the Subdivision (even if the perimeter fence is located partially or totally on a Lot) and;
- (iv) all landscaping in the Common Area and on Lots (provided, however, an Owner may plant additional landscaping on his or her lot that is (a) consistent with the landscaping planted on the Lot by the Association; (b) the Association approves of the additional landscaping in writing; and (c) the maintenance and replacement of the landscaping installed by the Owner shall be the sole responsibility of the Owner, unless the Association otherwise agrees in writing; and
- (v) if approved by a majority of the Owners, using funds derived from Assessments, the Association may provide exterior maintenance upon each Unit, as follows: paint; repair; replacement (but not in the event of fire or other casualty loss normally covered by insurance on the premises) of exterior surfaces, including care of roofs (shingles and decking only); gutters; and downspouts.

The Association shall not be responsible for any alterations made to the Unit or Lot by the Owner. The Association is granted an easement over, across and under all areas on the Lot for the purpose of maintaining the grounds and other improvements, which are the responsibility of the Association to maintain.

In the event that the need for maintenance or repair of a Lot, Unit, Common Area, or the improvements thereon is caused through the willful or negligent acts of its Owner, or through the willful or negligent acts of the family guests or invitee of the owner of the Lot needing such maintenance or repair, the cost of such exterior maintenance shall be added to and become part of the Assessment to which such Lot is subject.

ARTICLE VII. PARTY WALLS

SECTION 7.1. GENERAL RULES OF LAW TO APPLY. Each wall which is built as a part of the original construction of the Units upon the Subdivision and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

SECTION 7.2. SHARING OF REPAIR AND MAINTENANCE. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use' of the wall in proportion to such use.

SECTION 7.3. DESTRUCTION BY FIRE OR OTHER CASUALTY. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omission. In the event of a casualty and a party wall(s) is damaged and the Owners thereof are unable to agree to the terms of repair of such party wall(s) within thirty (30) days following such casualty then the Association shall have the right to negotiate the repair thereof with the insurance company and contractors and all Owners shall be bound by the settlement made by the Association.

SECTION 7.4. WATERPROOFING. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

SECTION 7.5. RIGHT TO CONTRIBUTION RUNS WITH LAND. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

SECTION 7.6. ARBITRATION. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, 'and the decision shall be by a majority of all' the arbitrators. Should any party refuse to appoint an arbitrator within ten (10) days after written request therefore, the Board of Directors of

the Association shall select an arbitrator for the refusing party.

ARTICLE VIII. USE RESTRICTIONS

SECTION 8.1. GENERAL. No Owner shall use the Common Area, or use or permit such Owner's Lot or Unit to be used for any purpose that would (a) void any insurance in force with respect to the Subdivision; (b) make it impossible to obtain any insurance required by this Declaration; (c) constitute a public or private nuisance, which determination may be made by the Board in its sole discretion; (d) constitute a violation of the Documents or any applicable law, or (e) unreasonably interfere with the use and occupancy of the Subdivision by other Owners.

SECTION 8.2. SINGLE FAMILY RESIDENTIAL USE. Each Owner shall use his Lot and the Unit on his Lot, if any, for single family residential purposes only. As used herein, the term "single family residential purposes" shall be deemed to specifically prohibit, by way of illustration but without limitation, the use of any Lot for any business, educational, church, professional or other commercial activity of any type, except that an Owner may use his residence as a personal office for a profession or occupation, provided: (a) the public is not invited, permitted, or allowed to enter the Unit or any structure or improvement upon such Lot and conduct business therein; (b) no signs advertising such profession or business are permitted (c) no on-site employees are permitted; (d) no offensive activity or condition, noise and/or odor are permitted; and (e) such use in all respects complies with the Declaration and the laws of the State of Texas, and the laws, rules, and regulations of any regulatory body or governmental agency having authority and jurisdiction over such matters. The term "single family residential purposes" shall also be defined as: (a) one or more persons related by blood, marriage, or adoption, which may include only parents, their children (including foster children and wards), their dependent brothers and sisters, their dependent parents, their dependent grandparents, and their domestic employees; (b) no more than two (2) unrelated persons living together as a single housekeeping unit and their children (including foster children and wards), their dependent brothers or sisters, their dependent parents, their dependent grandparents, and their domestic servants; and (c) in no event, shall any single family residence be occupied by more persons than the product of the total number of bedrooms contained in the single family residence as originally constructed multiplied by two (2), plus a child six months of age or younger.

SECTION 8.3. BOARDING HOUSE/CARE-GIVING FACILITIES. No Lot shall be used for the operation of a: i) boarding or rooming house, a residence for transients, half-way house, day-care center, treatment facility, or, ii) residence of unrelated individuals who are engaging in, undertaking, or participating in any group living for rehabilitation, treatment, therapy, or training with respect to previous or continuing criminal activities or convictions, alleged criminal activities, alcohol or drug dependency unless any such facility is otherwise allowed by the terms of state or federal law negating the provisions of restrictive covenants prohibiting same.

SECTION 8.4. ANIMALS. No animals of any kind shall be raised, bred, or kept on a Lot, except as hereinafter provided. A total of two (2) dogs, cats, or other household pets may be kept on a Lot (except for fish of a type customarily kept 'within normal. home aquariums, with respect to which there shall be no limitation on amount provided that: (a) they are not kept, bred, or maintained for commercial purposes; (b) they do not make objectionable noises, create any objectionable odor, or otherwise constitute an unreasonable nuisance to other Owners; (c) they are kept within the Unit, an enclosed patio on the Lot occupied by the Owner of such pets, or on a leash being held by a Person capable of controlling the animal; and (d) they are not in violation of any other provision of this Declaration and such other limitations as may be set forth in the Rules and Regulations. The Association, acting through the Board, shall have the right to prohibit maintenance of any animal that, in the sole opinion of the Board, is not being maintained in accordance with the foregoing restrictions. Each Owner, tenant or guest of an Owner shall have the absolute duty and responsibility to clean up after such animals to the extent they have used any portion of the Lot of another Owner or any Common Area.

SECTION 8.5. SIGNS AND BILLBOARDS. No sign of any kind shall be displayed to public view on any residential Lot, except a sign(s) of not more than six (6) square feet area which is used to: (a) advertise the property for sale or lease; (b) indicate security services; (c) identify the builder or contractor while construction is in progress on such Lot; or (d) promote a political candidate, party or issue for a thirty (30) day period starting no earlier than thirty (30) days prior to the date of the election or referendum and which must be removed no later than the day after the date of the election or referendum; or (e) local school spirit signs approved by the Architectural Control Committee for designated periods of time. Additionally, the right is 'reserved by Declarant to construct and maintain signs, billboards, and advertising devices as is customary in connection with the sale of newly .constructed Units. The Declarant and the Association shall also have the right to erect identifying signs at each entrance to the Subdivision. In no event shall any sign, billboard, poster or advertising device of any character, other than as specifically prescribed in the first sentence of this Section 8.5 be erected, permitted or maintained on any Lot without the express prior written consent of the Architectural Control Committee

SECTION 8.6. ANTENNAS, SATELLITE DISHES AND MASTS. No exterior antennas, aerials, satellite dishes, masts or other apparatus for the reception of television, radio, satellite or other signals of any kind shall be placed, allowed, or maintained upon any lot, which are visible from any Common Area or another Lot, unless it is impossible to receive an acceptable quality signal from any other location. In that event the receiving device and mast may be placed in the least visible location from any Common Area where reception of an acceptable quality signal is possible. After installation, the Board may require painting or screening of the receiving device, which painting or screening does not substantially interfere with an acceptable quality signal. In no event are the following items permitted: (i) satellite dishes, which are larger than one (1) meter in diameter and/or visible from any Street or the fence surrounding the lot; (ii) broadcast antennas masts, which exceed the height of the center ridge of the

roofline; or, (iii) MMDS antenna masts to exceed the height of twelve feet (12') above the center ridge of the roofline. No exterior antennas, aerials, satellite dishes, or other apparatus shall be permitted, placed, allowed, or maintained upon any lot, which transmit television, radio, satellite or other signals of any kind. This section is intended to be in compliance with the Telecommunications Act of 1996 (the "Act"), as the Act may be amended from time to time. This section shall be interpreted to be as restrictive as possible, while not violating the Act. The Architectural Control Committee may promulgate Architectural Guidelines, which further define, restrict or elaborate on the placement and screening of receiving devices and masts, provided such Architectural Guidelines are in compliance with the Act.

SECTION 8.7. VISIBLE STORAGE. All equipment, service yards, or storage piles shall be kept within the patio areas or other screened areas so as to conceal them from view of neighboring Lots and streets.

SECTION 8.8. RESTRICTIONS ON GARBAGE AND TRASH. No refuse, garbage, trash, lumber, grass, shrub or tree clippings, plant waste, compost, metal, bulk materials, scrap, refuse, or debris of any kind shall be kept, stored, or allowed to accumulate on any Lot except within an enclosed container of a type, size and style approved by the Board and appropriately screened from view, except that any such container may be placed in a designated area for garbage or trash pickup no earlier than six o'clock p.m. on the day preceding trash pickup of such garbage and trash and shall be returned to an enclosed structure or an area appropriately screened from view no later than midnight of the day of pickup of such garbage and trash.

SECTION 8.9. NO NOXIOUS OR OFFENSIVE ACTIVITY. No noxious or offensive activity shall be carried on upon any Lot within the Subdivision nor shall anything be done or placed thereon that is or may become a nuisance or cause an unreasonable embarrassment, disturbance, or annoyance to others.

SECTION 8.10. NO HAZARDOUS ACTIVITIES. No activity shall be conducted on any Lot that is or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon the Subdivision (except as allowed by law for the protection of persons or property) and no open fires shall be lighted or permitted on any Lot except in a contained barbecue unit (located a safe distance from the Unit while attended and in use for cooking purposes) or within an interior fireplace, which is a part of the original construction or has been approved for installation by the Architectural Control Committee.

SECTION 8.11. LEASING. Lots may only be leased for single family residential purposes as defined in Section 8.2. No Owner shall be permitted to lease his Lot for hotel or transient purposes, which for purposes of this Section 8.11 is defined as a period of less than six months (6) months. No Owner shall be permitted to lease less than the entire Lot. Every such lease shall be in writing. Every such lease shall provide that the tenant shall be bound by and subject to all of the obligations of the Owner in the Documents. The Owner making such lease shall not be relieved from any of such

obligations. Copies of all leases entered into by Owners for occupancy of a Unit shall be deposited with the Association prior to the tenant taking occupancy of the Unit.

SECTION 8.12. WINDOW TREATMENT. No window in any Unit or other improvement that is visible from any other Lot or street may be covered with paper, cardboard, newspaper, boards, aluminum foil, or any other reflective material. Portions of window treatments facing streets must be shades of white or beige, unless otherwise approved by the Board.

SECTION 8.13. VEHICLES. No motor vehicle or non-motorized vehicle, boat, trailer, marine craft, recreational vehicle, camper rig off of truck, hovercraft, aircraft, machinery, or equipment of any kind may be parked or stored on any part of any Lot, easement, right-of-way, unless such vehicle or object is completely concealed from public view inside a garage or enclosure approved by the Architectural Control Committee. Passenger automobiles, passenger vans, motorcycles, or pick-up trucks that: (a) are in operating condition; (b) have current license plates and inspection stickers; (c) are in daily use as motor vehicles on the streets and highways of the State of Texas; (d) which do not exceed six feet six inches (6'6") in height, or eight feet (8') in width, or twenty-four feet (24') in length; and (e) have no commercial advertising located thereon, may be parked in the driveway on a Lot, however, no vehicle shall be parked in a driveway in excess of, seventy-two (72) consecutive hours or so as to obstruct or block the street. No vehicle may be repaired on a Lot unless the vehicle being repaired is concealed from view inside a garage or other approved enclosure. This restriction shall not apply to any vehicle, machinery, or equipment temporarily parked and in use for the construction, repair or maintenance of a house or houses in the immediate vicinity; provided, however, overnight parking of any vehicles in the street is prohibited. Owners or occupants of Lots may seek a temporary variance from this restriction for their guests, however, any such request for a variance must receive the prior approval of the Board of Directors of the Association. The Board of Directors of the Association may adopt additional Rules and Regulations regulating parking on Lots and the streets in the Subdivision.

SECTION 8.14. CLOTHES DRYING. No outside clothesline or other outside facilities for drying or airing clothes shall be erected, placed or maintained on any Lot if visible from any other Lot, nor shall clothing or household fabric or any other article be hung, dried, or aired on any Lot in the Subdivision in such a way as to be visible from other Lots/streets or the Common Area.

SECTION 8.15. FENCES. Yards must at all times be completely enclosed by a fence, which has been approved in writing by the Declarant or the Architectural Control Committee.

SECTION 8.16. GARAGE SALES. No garage sale, moving sale, rummage sale estate sale may be conducted within the Subdivision unless pre-approved by the Board.

SECTION 8.17. DECLARANT EXEMPTIONS. For so long as Declarant owns a Lot, notwithstanding any provisions contained in this Declaration to the contrary, it shall be expressly permissible for Declarant to maintain upon the Subdivision such facilities (as in the sole opinion of the Declarant) may be reasonably required, convenient or incidental to the sale of any Lot, including, but without limitation, a business office, storage area, construction yards, model units, sales offices and advertising signs of any size.

ARTICLE IX. COVENANTS FOR ASSESSMENTS

SECTION 9.1. CREATION OF THE LIEN AND PERSONAL OBLIGATION FOR ASSESSMENTS. Except for the Declarant as provided in Section 9.6, the Owner of each Lot within the Subdivision, hereby covenants and agrees by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, to pay to the Association:

- (a) Common Assessments;
- (b) Special Assessments; and
- (c) Reimbursement Assessments.

The Assessments together with interest, costs and reasonable attorney's fees, shall also be a charge on the land and shall be a continuing lien upon the Lot against which the Assessments are made. The Assessments, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the Assessments fell due. The term "costs" as used in this Section 9.1 shall include all costs incurred by the Association in the collection of any Assessments, which shall include the right of the Association to charge a fee for returned checks of Owners. The personal obligation for delinquent Assessments shall not pass to successors in title unless expressly assumed by them, however, the lien shall remain in place and be enforceable against all subsequent owners.

SECTION 9.2. COMMENCEMENT OF COMMON ASSESSMENTS. Common Assessments shall be assessed in accordance with the provisions hereinafter set forth, and shall commence to accrue against each Lot on the first day following the date of conveyance of that Lot to an Owner by Declarant and shall be prorated accordingly.

SECTION 9.3. BUDGETS ESTABLISHMENT OF COMMON ASSESSMENT. At least thirty (30) days in advance of each fiscal year, the Board shall have the right and obligation to establish the annual budget and Common Assessments for each fiscal year projecting all expenses for the forthcoming fiscal year, which may be required for the proper operation, management, and maintenance of the Subdivision. Such budget and all successive budgets shall contain a reasonable allowance for contingencies and

shall establish a reserve fund for maintenance, repairs, and replacements to those areas of maintenance, which are the responsibility of the Association to maintain (the "Reserve Fund"). The Board of Directors shall establish the percentage of each Common Assessment that must be designated for the Reserve Fund. The percentage of the Common Assessment for the first fiscal year of the Association shall be seven percent (7%). Notice of the Common Assessments shall be delivered to each Owner by such reasonable means as the Board may provide.

The failure or delay of the Board to prepare any annual budget shall not constitute a waiver or release in any manner of any Owner's obligation to pay Common Assessments whenever the same shall be determined and in the event of any delay or failure to establish any annual budget, each Owner shall continue to pay the Common Assessment monthly or Otherwise as the Association may prescribe (as, hereinafter provided), at the rate established for the previous fiscal year until a new fiscal budget is established (with the Common Assessments established by the new annual budget to be applied retroactively to the first day of the current fiscal year and appropriate adjustments made in succeeding installments of Common Assessments for such fiscal year). Common Assessments for the first fiscal year of the Association shall be EIGHTY FIVE DOLLARS AND NO CENTS (\$85.00) per month.

SECTION 9.4. SPECIAL ASSESSMENTS. If the Board at any time or from time to time determines that the Common Assessments assessed for any period are insufficient to provide for the continued operation of the Subdivision and the maintenance of the Common Area or for other expenditures the Board is authorized to make under this Declaration, then the Board shall have the authority to levy such Special Assessments, as it shall deem necessary to provide for such continued maintenance, operation, and other expenditures. Without limiting the generality of the foregoing, such Special Assessments may be assessed because of: casualty or other loss to any part of the Common Area or area which is the responsibility of the Association to maintain; improvement of the Common Area; or to make up for any deficiencies caused by nonpayment of Assessments by Owners. Any such Special Assessment shall be payable (and the payment thereof may be enforced) in the manner herein specified for the payment and enforcement of the Common Assessments.

SECTION 9.5. PAYMENT OF COMMON ASSESSMENTS. Common Assessments assessed against each Lot shall be due and payable, in advance, in installments as the Board may prescribe from time to time, monthly, quarterly, or annually, for or during the fiscal year for which the Common Assessments in question have been assessed. Any such amount not paid and received by the fifteenth (15th) day following the due date shall be deemed delinquent and, without notice, shall accrue a late charge. Such delinquent payment shall also, at the Board's option, bear interest at the maximum rate of interest permitted by law from the date originally due until paid. If any such amount shall remain unpaid on the last day of the month in which such payment is due, then, at the Board's election, the Common Assessments due from the delinquent Owner for the next period shall be accelerated, shall become at once due and payable, and from the last day of the month in which such payment is due shall

bear interest at the maximum rate permitted by law. For purposes of the preceding sentence, if the actual Common Assessment for the next period is not then known, it shall be deemed that the Common Assessment for the next period shall be the Common Assessment for the period then applicable. If, after the Common Assessment for the next period has been accelerated by the Board, satisfactory payments of the Common Assessments and accrued interest are paid, then the Board may allow such charge to again be paid on the regular basis applicable to each Lot.

SECTION 9.6. UNIFORM RATE OF ASSESSMENT. Both Common and Special Assessments must be fixed at a uniform rate for all Lots; provided, however, until the Election Date, unoccupied Lots which are owned by the Declarant shall not be assessed.

SECTION 9.7. REIMBURSEMENT ASSESSMENTS. After Notice and Hearing, the Board of Directors, subject to the provisions hereof, may levy a Reimbursement Assessment against any Member if the failure of the Member or the Member's family, guests, or tenants to comply with the Documents shall have resulted in the expenditure of funds or the determination that funds will be expended by the Association to cause such compliance. The amount of the Reimbursement Assessment shall be due and payable to the Association fifteen (15) days after notice to the Member of the decision of the Board of Directors that the Reimbursement Assessment is owed.

SECTION 9.8. ESTOPPEL CERTIFICATES. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is - binding upon the Association as of the date of its issuance.

SECTION 9.9. ATTRIBUTION OF PAYMENTS. If any Owner's payment of an Assessment payment is less than the amount assessed the payment received by the Association from the Owner shall be credited in the following order of priority: (a) Reimbursement Assessment until the Reimbursement Assessment has been satisfied; (b) Special Assessment until the Special Assessment has been satisfied; and (c) Common Assessment until the Common Assessment has been satisfied. In each of the foregoing cases, payments received shall be credited first to interest, attorney's fees, and -other costs of collection, and next to principal reduction, satisfying the oldest obligations first, followed by more current obligations, in accordance with the foregoing order of priority.

SECTION 9.10. EFFECT OF NON-PAYMENT OF ASSESSMENTS. The Association may bring an action at law against the Owner personally obligated to pay same or foreclose the Association's lien by all methods available for the enforcement of such liens, including foreclosure by an action brought-in the name of the Association either judicially or non-judicially by power of sale, and each Owner expressly grants to the Association a power of sale in connection with the non-judicial foreclosure of the Association's lien. Non-judicial foreclosure shall be conducted by notice and posting of

sale in accordance with the then applicable laws of the State of Texas; and the Board of Directors of the Association is expressly empowered hereby to designate a trustee in writing from time to time to post or cause to be posted any required notices and to conduct any such non-judicial foreclosure sale. The Association, acting on behalf of the Owners, shall have the power to bid on the Lot at any foreclosure sale, and to acquire, hold, lease, mortgage, or convey the same. The Association, by action of the Board, shall also have the right to suspend voting rights of any Member of the Association during any period of time when such Member shall have failed to pay an Assessment then due and payable.

SECTION 9.11. NO OFFSETS. The Assessments shall be payable in the amounts specified in the levy thereof, and no offsets or reduction thereof shall be permitted for any reason including, without limitation, any claim that the Association or the Board of Directors is not properly exercising its duties and powers under the Documents or claim by the Owner of non-use of the Common Area, abandonment of his Lot or claim by the Owner of inconvenience or discomfort arising from the making of repairs or improvements to the Lot or from any action taken to comply with any law or any determination of the Board of Directors or for any other reason..

SECTION 9.12. SUBORDINATION OF THE LIEN TO MORTGAGES AND DECLARATION. The lien of the Assessments provided for herein shall be subordinate to the liens of any Mortgagee. Sale or transfer of any Lot shall not affect the lien of the Assessments; however, the sale or transfer of any Lot pursuant to mortgage foreclosure or foreclosure of the lien in the Declaration or any proceeding in lieu thereof, shall extinguish the lien of the Assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for the Assessments thereafter becoming due or from the lien thereof.

ARTICLE X. UTILITIES AND EASEMENTS

SECTION 10.1. UNDERGROUND ELECTRICAL DISTRIBUTION. It is contemplated that Declarant will enter into an agreement for the installation of an underground electric distribution system in the Subdivision. The Owner of each Lot shall, at his/her own cost, maintain his/her Dwelling Unit in accordance with any such agreement. For so long as underground service is maintained in the Subdivision, the electric service to each Dwelling Unit therein shall be underground, uniform in character, and exclusively of the type known as single phase, 120/240 volt, three wire, 60 cycle, alternating current.

SECTION 10.2. UTILITY EASEMENTS. Declarant hereby grants to the Owners for so long as any such Owner owns any interest in the Subdivision, and any private utility service providing utility services to the Subdivision, a perpetual easement upon, across, over, under and above any Common Area for ingress, egress, installation, replacing, repairing and maintaining all utilities necessary or reasonably desirable for end use on the Subdivision, including, but not limited to, water, sewer, gas, telephone and cable television rights hereunder.

SECTION 10.3. RESPONSIBILITIES. Until such time as the same are dedicated to any MUD or water district, all water and sewer lines in the Subdivision are privately owned by the Association and the Association shall be responsible for the maintenance of these lines. Until such time as the same are dedicated to any MUD or water district, the repair, replacement and maintenance of such lines will be the sole responsibility of the Owners or the Association, as the case may be, and no government entity will in any way be responsible for repair, replacement and/or maintenance of such lines as they exist on the Subdivision. Any MUD or water district to which the water and sewer lines shall also be granted a five (5) foot easement along each side of such lines, for the purpose of maintenance and repair thereof.

SECTION 10.4. STORM SEWER DRAIN. There exists on each Lot a six inch (6") drain that is connected to the private storm sewer system ("Storm Sewer Drain"). Each Storm Sewer Drain located on a Lot must remain unclogged at all times and may not be moved or altered without the written permission of the Board.

SECTION 10.5. FIRE, POLICE, AMBULANCE, AND GARBAGE COLLECTION EASEMENT. Declarant hereby creates a perpetual easement for the benefit of all police, fire protection, ambulance, garbage and trash collector pick-up vehicles and all similar persons to enter upon the driveways and sidewalks on the Subdivision in the performance of their duties with respect to the Subdivision.

SECTION 10.6. INGRESS AND EGRESS EASEMENT OF OWNERS. Declarant hereby creates for the benefit of each of the Owners, for so long as such Owner or successor owns any interest in the Subdivision, reciprocal, non-exclusive easements for ingress and egress-over the Common Area to provide legal right of access between each of the Units and the public streets. Subject to the provisions of this Declaration governing access to the Subdivision, the easements may be used by Owners, their guests, tenants, and invitees, residing on or legally temporarily visiting the Subdivision, for walkways, vehicular access, maintenance and such other purposes reasonably necessary for use and enjoyment of the Subdivision. However, no vehicle may be parked in the Common Area so as to block ingress or egress to or from any Unit.

SECTION 10.7. ASSOCIATION EASEMENTS. The Association, its agents, servants, and employees shall have all other such easements necessary to perform those duties, tasks or rights as referenced throughout this Declaration. The owners of Lots on the perimeter of the Subdivision shall own the fences at the rear of their Lots, and are responsible for the maintenance and repair thereof; however, such Owners may not move, remove, alter or otherwise tamper with the fences without the prior consent of the Board.

SECTION 10.8. EASEMENTS FOR ENCROACHMENTS. Should any part of a Unit ever encroach upon the Common Area or another Lot, or the Common Area upon a Lot or Unit, due to construction, reconstruction, repair, shifting, settlement, or other movement of any portion of said improvements, a valid easement is hereby granted for

both the encroachment and its maintenance, provided the physical boundaries of any such Unit after construction, reconstruction, repair, shifting, settlement, or other movement is in substantial accord with the description of the boundaries of the Lots.

ARTICLE XI. AMENDMENT AND DURATION OF DECLARATION

SECTION 11.1. AMENDMENT BY OWNERS. The terms of this Declaration may be amended at any time (including termination of the Declaration) by those Owners representing at least a majority of the Lots within the Subdivision. Amendments prior to the Election Date must be approved in writing by the Declarant. No person shall be charged with notice of or inquiry with respect to any amendment until and unless it has been filed of record in the Official Public Records of Real Property of Harris County, Texas.

SECTION 11.2. AMENDMENT BY DECLARANT. Declarant, without the joinder of any other party, shall also have the authority to amend this Declaration to correct any mistake or errors of a clerical nature resulting from typographical or similar errors.

SECTION 11.3. DURATION. This Declaration shall remain in full force and effect until October 6, 2020, and shall be extended automatically for successive ten (10) year periods; provided however, that this Declaration may be amended at any time, as set forth in Sections 11.1 and 11.2.

ARTICLE XII. MISCELLANEOUS

SECTION 12.1. SEVERABILITY. In the event of the invalidity or partial invalidity or partial unenforceability of any provision in this Declaration, the remainder of the Declaration shall remain in full force and effect.

SECTION 12.2. NUMBER AND GENDER. Pronouns, whenever used herein, and of whatever gender, shall include natural persons and corporations, entities and associations of every kind and character, and the singular shall include the plural, and vice versa, whenever and as often as may be appropriate.

SECTION 12.3. DELAY IN ENFORCEMENT. No delay in enforcing the provisions of this Declaration with respect to any breach or violation thereof shall impair, damage or waive the right of any party entitled to enforce the same to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation thereof at any later time.

SECTION 12.4. ENFORCEABILITY. The Documents shall run with the Subdivision and shall be binding upon and inure to the benefit of and be enforceable by the Association and each Owner' against the Association or any Owner violating the terms thereof, or any portion thereof, and their respective heirs, legal representatives, successors and assigns. In the event any action to enforce the Documents is initiated against an Owner or occupant of a Lot by the Association, the Association or other

Owner, as the case may be, shall be entitled to recover reasonable attorney's fees from the Owner or occupant of a Lot who violated the Documents.

SECTION 12.5. REMEDIES. In the event any Person shall violate or attempt to violate any of the provisions of the Documents, the Association, each Owner of a Lot within the Subdivision, or any portion thereof, may institute and prosecute any proceeding at law or in equity to abate, preempt or enjoin any such violation or attempted violation or to recover monetary damages caused by such violation or attempted violation.

SECTION 12.6. RIGHT OF ENTRY: ENFORCEMENT BY SELF HELP. The Association shall have the right, in addition to and not in limitation of all the rights it may have under this Declaration, to enter upon any Lot, including the Unit located thereon, for emergency, security, maintenance, repair, or safety purposes, which right may be exercised by the Association's Board, officers, agents, employees, managers, and all police officers, fire fighters, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall be only during reasonable hours and after reasonable notice to the Owner or occupant of the Lot or improvements. In addition to any other remedies provided for herein, the Association or its duly authorized agent shall have the power to enter upon any improvements or any portion of a Lot to abate or remove, using such force as reasonably may be necessary, any improvement to Subdivision, other structure, or thing or condition that violates the Documents. Unless an emergency situation exists, such self-help shall be preceded by written notice. All costs of self-help, including reasonable attorney's fees actually incurred, should be assessed against the violating Owner and shall be collected as provided for herein for the collection of the Assessments. All such entries shall be made with as little inconvenience to the Owner as is practicable in the judgment of the Association and any damages caused thereby (as distinguished from repairs with respect to which the Association is entitled to a Reimbursement Assessment) shall be borne by the Maintenance Fund of the Association. Notwithstanding anything contained in the Declaration to the contrary, prior to altering or demolishing any items of construction in or affixed to a Unit, the Association shall file judicial proceedings through which the Association has been granted the right to demolish or alter items of construction in or affixed to a Unit.

SECTION 12.7. VIOLATIONS OF LAW. Any violation of any federal, state, municipal, or local law, ordinance, rule, or regulation, pertaining to the ownership, occupation, or use of any property within the Subdivision hereby is declared to be a violation of this Declaration and shall be subject to any and all of the enforcement procedures set forth in this Declaration.

SECTION 12.8. REMEDIES CUMULATIVE. Each remedy provided under this Declaration is cumulative and not exclusive.

SECTION 12.9. NO REPRESENTATIONS OR WARRANTIES. NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, SHALL BE DEEMED TO HAVE BEEN GIVEN OR MADE BY DECLARANT OR ITS AGENTS OR EMPLOYEES IN CONNECTION WITH ANY PORTION OF THE SUBDIVISION, OR ANY IMPROVEMENT THEREON, ITS OR THEIR PHYSICAL CONDITION, COMPLIANCE WITH APPLICABLE LAWS, FITNESS FOR INTENDED USE, OR IN CONNECTION WITH THE SUBDIVISION, SALE, OPERATION, MAINTENANCE, COST OF MAINTENANCE, TAXES, OR REGULATION THEREOF, UNLESS AND EXCEPT AS SPECIFICALLY SHALL BE SET FORTH IN WRITING.

SECTION 12.10. LIMITATION ON LIABILITY. NEITHER THE ASSOCIATION, THE BOARD, DECLARANT, OR ANY OFFICER, OR EMPLOYEE OF ANY OF THE SAME ACTING WITHIN THE SCOPE OF THEIR RESPECTIVE DUTIES DESCRIBED IN THIS DECLARATION SHALL BE LIABLE TO ANY PERSON FOR ANY REASON OR FOR ANY FAILURE TO ACT IF THE ACTION OR FAILURE TO ACT WAS IN GOOD FAITH AND WITHOUT MALICE.

SECTION 12.11. CAPTIONS FOR CONVENIENCE. The titles, headings, captions, article and section numbers used in this Declaration are intended solely for convenience of reference and shall not be considered in construing any of the provisions of this Declaration. Unless the context otherwise requires, references herein to articles and sections are to articles and sections of this Declaration.

SECTION 12.12. GOVERNING LAW. This Declaration shall be construed and governed under the laws of the State of Texas.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed the foregoing instrument on this 8 day of October 2005.

FOREST AT MILLRIDGE 2.1, LTD
a Texas Limited Partnership
acting through and by its General Partner

2005

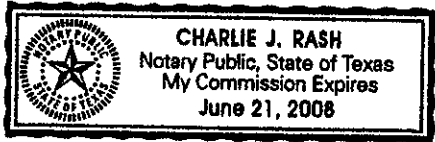
BY: DDC-DMI, Inc.

Donald H. Dildy
Donald H. Dildy
President and Secretary

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Before me, a notary public, on this day personally appeared Donald H. Dildy, the President and Secretary of DDC-DMI, Inc., General Partner of Forest at Millridge 2.1, Ltd., known to me to be the person whose name is subscribed to the foregoing instrument and, being by me first duly sworn and declared that he executed same in the capacity and consideration therein expressed.

Given under my hand and seal of office this the 8 day of October 2005.



Charlie J. Rash

NOTARY PUBLIC – STATE OF TEXAS.

CONSENT OF LIENHOLDER

The undersigned, being the holder of one or more liens against Forest at Millridge, a subdivision in Harris County, Texas according to the map or plat thereof recorded under County Clerk's File No. X093806 of the Real Property Records of Harris County, Texas, does hereby consent to the terms of this "Declaration of Covenants, Conditions, Restrictions and Easements for Forest at Millridge", and agrees that it shall be filed of record in the Official Public record of Real Property of Harris County, Texas.

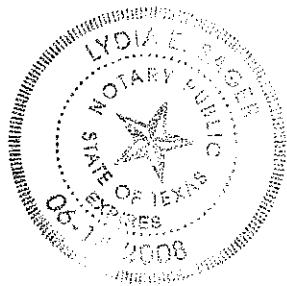
First Bank and Trust

M. Diana Lopez
By: M. DIANA LOPEZ
Its: AUP

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Before me, a notary public, on this day personally appeared M. D. Lopez, the Asst Vice President of First Bank & Trust, known to me to be the person whose name is subscribed to the foregoing instrument and , being by me first duly sworn and declared that he/she executed same in the capacity and consideration therein expressed.

Given under my hand and seal of office this the 11 day of October 2005.

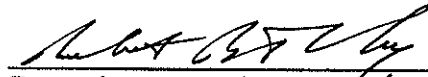


Lydia E Sage
NOTARY PUBLIC - STATE OF TEXAS

CONSENT OF LIENHOLDER

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Sterling Bank


By: ROBERT B. TOWNSLEY
Its: VICE PRESIDENT

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Before me, a notary public, on this day personally appeared Robert B. Townsley, the Vice President of Sterling Bank, known to me to be the person whose name is subscribed to the foregoing instrument and, being by me first duly sworn and declared that he/she executed same in the capacity and consideration therein expressed.

Given under my hand and seal of office this the 11 day of October 2005.


NOTARY PUBLIC - STATE OF TEXAS



After recording return to:



Dennis A. McQueen
Pagel, Davis & Hill, P.C.
1415 Louisiana, 22nd Floor
Houston, Texas 77002

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL
PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in File Number Sequence on the
date and at the time stamped hereon by me; and was duly RECORDED. In the
Official Public Records of Real Property of Harris County, Texas on

OCT 21 2005



Dorely B. Kaufman
COUNTY CLERK
HARRIS COUNTY, TEXAS